

SECOND DECLARATION OF GREG KIMBLE

1 My name is Greg Kimble. I am a resident of the State of Alabama, over the age of 19 years and otherwise competent to give this declaration. The facts contained in this declaration are based upon my personal knowledge.

2 I am the Director of Human Resources for Hyundai Motor Manufacturing Alabama, LLC ("HMMA") I have held this position since August of 2002. I worked with Mr. Robert Cyrus, and I have reviewed the allegations in his lawsuit originally filed in the Circuit Court for Montgomery County, Alabama, Case No. CV-06-1359, and subsequently removed to the United States District Court for the Middle District of Alabama, Northern Division. Mr. Cyrus makes representations in his complaint that he was told that his benefits with HMMA would be the same as the benefits he received as an employee of Hyundai Motor America ("HMA"). Mr. Cyrus was first hired by HMA in the Spring of 2002. During the time he worked for HMA, he was a participant in the HMA Healthcare Plan.

3 After Mr. Cyrus began working for HMMA, he was a participant in the HMMA Health and Welfare Plans, and was eligible for these benefits as an employee of HMMA. HMMA is the plan sponsor and plan administrator for this Group Health Care Plan.

4 Paragraph Ten of Mr. Cyrus' Complaint alleges that a representation was made to him that his benefits with HMMA were to be "at least the same as Hyundai Motor America's benefit package." My review of the underlying documentation surrounding this dispute confirms that, at least in part, Mr. Cyrus' complaints about alleged variations in benefits between HMA and HMMA

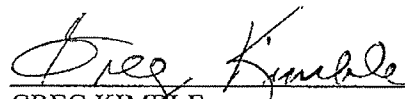
relate directly to health insurance plans.

5. In paragraph 10 of his Complaint, Mr. Cyrus references an offer from HMA dated May 16, 2002. Attached to this Declaration as Exhibit 1 is a true and correct copy of a letter to Mr. Cyrus from Mr. Keith Duckworth dated May 16, 2002.

6. Attached to this Declaration as Exhibit 2 is an offer letter from HMMA to Mr. Cyrus dated September 18, 2002. The letter notified Mr. Cyrus that HMMA was in the process of securing medical benefits and that he would be covered under this plan as an HMMA employee. Mr. Cyrus was advised that he would remain a participant under the HMA health insurance policy until the HMMA healthcare package was completed. The offer letter is signed by Mr. Cyrus and by Mr. C.D. Kim on behalf of HMMA.

7. Mr. Cyrus negotiated over the terms of his employment with HMMA, and I recall that he was particularly concerned of his perception that the terms under the HMMA healthcare plan were not comparable to the terms of the HMA healthcare plan. Mr. Kim agreed to increase Mr. Cyrus' annual salary by \$1,688.00 to close the gap between the benefits provided under the two plans and to alleviate Mr. Cyrus' concern over any differences in these two benefit plans. Attached to this declaration as Exhibit 3 is the Amendment to Offer letter that reflects the negotiated agreement to increase Mr. Cyrus' annual salary.

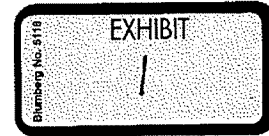
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON THIS 31st DAY OF July, 2006.



GREG KIMBLE

HYUNDAI

Hyundai Motor America
10550 Talbert Avenue
P.O. Box 20850
Fountain Valley, CA 92728-0850
Telephone 714 965-3000



May 18, 2002

Robert Clay Cyrus
53 Maple Trace
Hoover, AL 35244

Dear Mr. Cyrus:

It is with pleasure that we confirm our verbal offer of employment for the position of Director of Plant Procurement reporting to Ted Chung, Executive Vice President, Management Administration Division of Hyundai Precision. Your starting salary will be \$11,666.67 per month. Your start date will be mutually agreed upon but as soon as practicable. Initially, you will be an employee of Hyundai Motor America and will be eligible for all benefits that a new HMA employee is eligible to receive. When Hyundai Motor Manufacturing Alabama (HMA) becomes a viable and legal business entity, your benefits with HMA will cease and your benefits will be provided by Hyundai Motor Manufacturing Alabama.

In this position you are a bonus eligible employee. Your maximum bonus opportunity for 2002 is \$15,000 which, if awarded, would be paid in the First Quarter of 2003. Your bonus award for 2002 would be based on individual performance. In addition, as a result of the level of your position, you will accrue 10 hours of vacation a month and be eligible for 3 weeks of vacation by the end of your first year of employment. Because this is a start-up operation, it is anticipated you will split your time between Montgomery and Birmingham, Alabama, and Detroit, Michigan.

Based on your position as Director of Plant Procurement you will be provided a vehicle on a full-time basis for purposes of product evaluation. If you elect to drive a XG 350, your salary will be grossed up \$920.00 per month and the cost of the lease will be deducted from this amount. The remainder of the gross up can be used to cover incidental expenses such as fuel, oil, car washes, etc. Currently these vehicles are leased for a period not to exceed 15,000 miles or 1 year, if at the end of the lease period you opt for a different Hyundai model, your monthly gross up will vary accordingly.

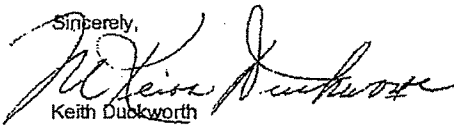
Additionally, you will be eligible to lease two Hyundai vehicles for your immediate family at the employee discounted rate, which includes maintenance and insurance expenses. Please note that eligibility to drive HMA vehicles is established by the Vehicle Service Department. Please bring in a copy of your current DMV driving record, as soon as possible. Without this document, Vehicle Services cannot lease a car to you.

In addition to your salary, you will be eligible for Group Medical, Life, Long Term Disability and Travel Accident Insurance effective immediately upon starting with Hyundai. Vision Care and Dental Care insurance are effective the first day of the month following your official hire date. All premiums for insurance coverage are currently paid by the company.

This letter is an offer for employment-at-will. This means that either party may end the employment relationship at any time. This offer is also contingent upon verification of the information listed on your employment application and resume. Please acknowledge your understanding and acceptance of the offer by signing the original of this letter and returning it to Human Resources in the enclosed self-addressed, stamped envelope. The enclosed copy of this letter is for your records.

On behalf of Hyundai Motor America, we look forward to working with you.

Sincerely,


Keith Dubkworth
Vice President
Administrative Services

Robert Clay Cyrus

KD:skc



September 18, 2002

Mr. Robert Cyrus
53 Maple Trace
Hoover, AL 35244

Dear Mr. Cyrus:

It is with pleasure that we confirm our verbal offer of employment for the position of Director of Plant Procurement reporting to Mark Lee, Vice President of Procurement, Hyundai Motor Manufacturing Alabama, LLC (HMMA). The salary for this position is \$11,666.67 per month. Your start date will be September 1, 2002.

In this position you are a bonus eligible employee. Your maximum bonus opportunity for 2002 is 15,000 to be paid in the First Quarter of 2003. Your bonus award for 2002 would be based on individual performance. In addition, as a result of the level of your position, 15 days of vacation by the end of your first year of employment.

Based on your position as Director of Procurement, you will be provided a vehicle on a full-time basis for purposes of product evaluation. If you elect to drive an XG 350, your salary will be grossed up \$_____ per month and the cost of the lease will be deducted from this amount. The remainder of the gross up can be used to cover incidental expenses such as fuel, oil, car washes, etc. Currently these vehicles are leased for a period not to exceed 15,000 miles or 1 year, if at the end of the lease period you opt for a different Hyundai model, your monthly gross up will vary accordingly.

Additionally, you will be eligible to lease one Hyundai vehicle for your immediate family at the employee discounted rate, which includes maintenance and insurance expenses. Please note that eligibility to drive HMA vehicles is established by the Vehicle Service Department

As you know, HMMA is in the initial stage of corporate development and, as a result, the employee benefit packet has not been completed. Effective at the time of completion, you will be eligible to participate and receive benefits appropriate to your grade level. HMMA is in the process of securing medical benefits which will be effective for you and your dependents upon execution of appropriate contracts with insurance carriers. Although this process will be completed expeditiously, HMA will continue your life insurance coverage until the HMMA package is complete.

This letter is an offer for employment-at-will. This means that either party may end the employment relationship at any time. This offer is also contingent upon verification of the information listed on your employment application and resume. Please acknowledge your understanding and acceptance of the offer by signing the original of this letter and returning it to Human Resources in the enclosed self addressed, stamped envelope. The other enclosed copy of this letter is for your records

The purpose of this letter is to restate your Hyundai offer dated May 16, 2002, and transfer administration of employment from Hyundai Motor America to Hyundai Motor Manufacturing Alabama (HMMA), effective September 1, 2002. Your official start date will remain as May 22, 2002.

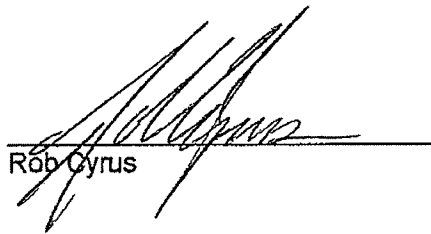
This offer of employment is also contingent upon you completing on the first day you report to work the "Employment Eligibility Verification" Form (1-9) along with proof of appropriate identification documents.

On behalf of Hyundai Motor Manufacturing Alabama we look forward to working with you

Sincerely,



C.D. Kim
Director
Human Resources & P.R


Rob Cyrus



Hyundai Motor Manufacturing Alabama, LLC
7515 Halcyon Summit Drive, Montgomery, AL 36117
TEL: 334-387-8000 FAX: 334-387-8999
www.hmmusa.com



Amendment to Offer Letter

October 2, 2002

1. Hyundai Motor Manufacturing Alabama, LLC ("HMMA") agrees to compensate Mr. Robert Clay Cyrus, Director Procurement of HMMA, ("Mr. Cyrus") the difference between the vehicle allowance amount indicated in the letter of Hyundai Motor America ("HMA") dated May 16, 2002 and that of HMMA yet to be determined, provided that Mr. Cyrus selects XG 350 and the total cost thereof is not reaching \$920 00 per month.

This amount of difference will be added to the first bonus agreed (As a one time payment amount scheduled on 1st Quarter of 2003) This difference amount will be included into the adjusted salary of Mr. Cyrus after the first performance review.

2. In order to close the gap between the total beneficial amount to Mr. Cyrus between Health Care Plan of HMA and that of HMMA, HMMA will compensate Mr. Cyrus with the amount of \$1688.00 per annum in addition to the first bonus of Mr. Cyrus scheduled on 1st quarter of 2003. This one time payment amount will later be included into the salary of Mr. Cyrus after the first performance review.

3. This is amendment to the offer letter dated September 18, 2002 that was confirmed subsequently by Mr. Cyrus. The other terms and conditions offered and accepted in the said letter remain unchanged.

C. D. Kim
Director
For HMMA

Date

Robert Clay Cyrus

Date

10/4/02